

Town Council Agenda Report

SUBJECT: Ordinance

CONTACT PERSON/NUMBER: Robert Rawls, Assistant Town Administrator - 797-1030

TITLE OF AGENDA ITEM: AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING ORDINANCE NUMBER 99-12 WHICH WAS AN ORDINANCE AUTHORIZING THE EXECUTION AND IMPLEMENTATION OF A ROAD TRANSFER AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE CONCERNING REESE ROAD; PROVIDING FOR A CONVEYANCE BY THE DEPARTMENT OF TRANSPORTATION AND ACCEPTANCE BY THE TOWN OF DAVIE OF CERTAIN LANDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

REPORT IN BRIEF: The Town previously approved a Roadway Transfer Agreement with the Florida Department of Transportation for Right-of-Way parcels required for the realignment of Reese Road. Subsequent to this action, revisions were required in the legal description of the transfer parcel. The attached documents reflect these revisions which although not materially changing the parcels does require formal revision to the Ordinance.

PREVIOUS ACTIONS: Ordinance 99-12

CONCURRENCES:

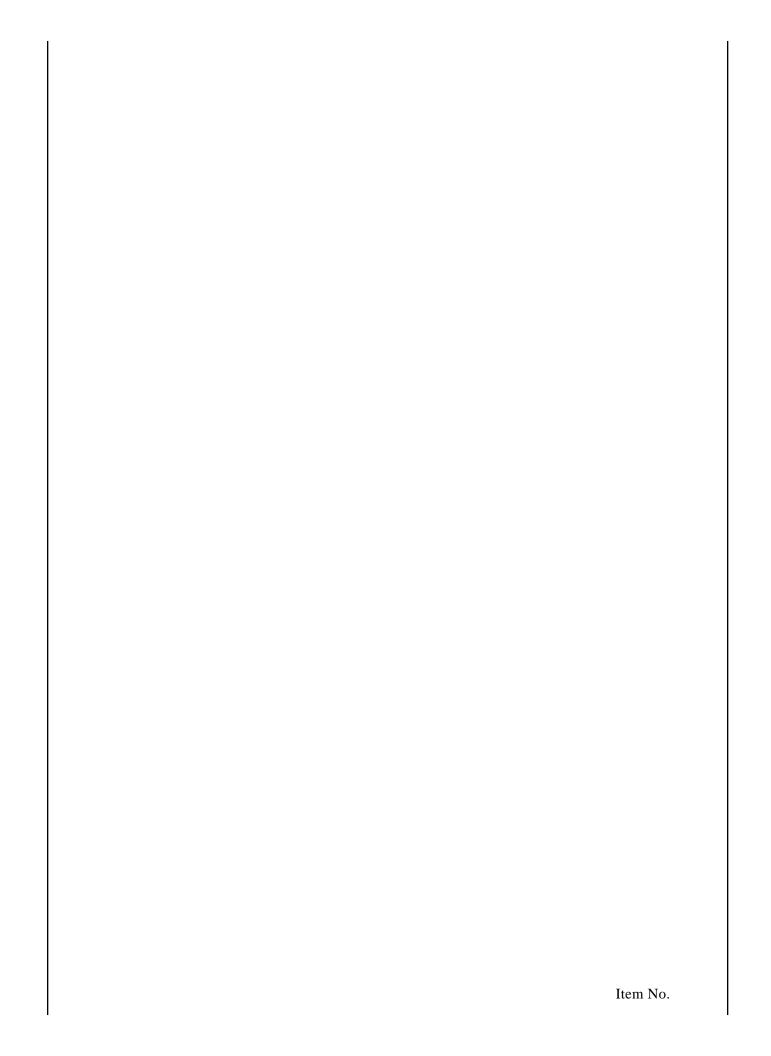
Not Applicable

FISCAL IMPACT: Not Applicable

RECOMMENDATION(S): Motion to approve the Ordinance

Attachment(s): Ordinance

Roadway Transfer Agreement



Prepared By: Robert Rawls, Assistant Town Administrator

Town of Davie 6591 Orange Drive Davie, FL 33314

Return To: Town Clerk's Office

Town of Davie 6591 Orange Drive Davie, FL 33314

| ORDINANCE |
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AN ORDINANCE OF THE TOWN OF DAVIE, FLORIDA, AMENDING **ORDINANCE NUMBER** 99-12 WHICH WAS AN**ORDINANCE** AUTHORIZING THE EXECUTION AND IMPLEMENTATION OF A ROAD TRANSFER AGREEMENT BETWEEN THE FLORIDA DEPARTMENT OF TRANSPORTATION AND THE TOWN OF DAVIE CONCERNING REESE ROAD; PROVIDING FOR A CONVEYANCE BY THE DEPARTMENT OF BY THE TOWN OF DAVIE OF TRANSPORTATION AND ACCEPTANCE CERTAIN LANDS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Davie in partnership with the State of Florida Department of Transportation and Broward County Office of Transportation is undertaking the project to realign Reese Road; and

WHEREAS, in conjunction with the realignment project, the Town required lands owned and under the jurisdiction of the Florida Department of Transportation; and

WHEREAS, in furtherance thereof, the Florida Department of Transportation provided a Roadway Transfer Agreement to the Town which was accepted by Ordinance 99-12; and

WHEREAS, revisions in the legal descriptions were required to more accurately reflect the transfer parcel; and

WHEREAS, the attached "Revised" Roadway Transfer Agreement reflects the required roadway parcel legal description revisions; and

WHEREAS, the Town of Davie wishes to clarify and correct Ordinance 99-12.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

<u>SECTION 1.</u> That the Mayor is hereby authorized to execute the "Revised", FDOT/Town of Davie Roadway Transfer Agreement, Reese Road, from Davie Road to approximately 2550 Feet east of Davie Road", a copy of which is attached as Exhibit "B" hereto.

<u>SECTION 2.</u> That the Town of Davie does hereby accept the conveyance of lands as reflected on Exhibit "A" attached hereto.

<u>SECTION 3.</u> This Ordinance amends and corrects Ordinance 99-12 of the Town of Davie.

| SECTION 4. All Ordinances or | parts | of | Ordinances | in | conflict | herewith | are | to | the |
|---|-------|----|------------|----|----------|----------|-----|----|-----|
| extent of such conflict hereby repealed | • | | | | | | | | |

<u>SECTION 5</u>. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any Court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision and such holding shall not affect the validity of the remaining portion of this Ordinance.

| $\underline{\text{SECTION}}$ 6. This Ordinance shall take effect immediately upon adoption. | its passage and |
|---|-----------------|
| PASSED ON FIRST READING THIS DAY OF, | 2000. |
| PASSED ON SECOND READING THIS DAY OF, | 2000. |
| | |
| MAYOR/COUNCILMEMBER | |
| ATTEST: | |
| | |
| TOWN CLERK | |
| APPROVED THIS DAY OF, 2000. | |

EXHIBIT "B"

FDOT/TOWN OF DAVIE ROADWAY TRANSFER AGREEMENT Reese Road

From Davie Road to approximately 2550 Feet east of Davie Road

| 2000 | THIS AGREEMENT, made and entered into this | day of | , |
|-------------------|--|---------------------------|----|
| 1999 , | by and between the FLORIDA DEPARTMENT OF TRAN | NSPORTATION, an agency of | ıf |
| the St | ate of Florida, hereinafter called the "DEPARTMENT", and | d the TOWN OF DAVIE, | |
| hereir | nafter called the "TOWN": | | |

WITNESSETH

WHEREAS, the TOWN, has requested the transfer of Reese Road from the State jurisdiction, and this transfer is mutually agreed upon, between the TOWN and the DEPARTMENT.

NOW, THEREFORE, THIS INDENTURE WITNESSETH: in consideration of the mutual covenants and promises herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the TOWN and the DEPARTMENT agree as set forth below:

- This Agreement sets forth the terms and conditions under which the TOWN and the DEPARTMENT will abide. The commencement of jurisdictional and maintenance responsibilities is the date of the approval of the roadway transfer by the Department Secretary.
 - (a) The TOWN accepts all responsibility for the road right of way and for operation and maintenance of that portion of Reese Road described in Exhibit "A". In addition to the roadbed, this agreement includes all curbs, culverts, and drainage structures within the right of way at the time of transfer.
 - (b) The DEPARTMENT gives up all rights to the road, including right of way, except as may be specified in this agreement. The DEPARTMENT claims ownership of Reese Road by virtue of deeds, Orders of Taking and road right of way dedications as recorded in the Public Records of Broward County. By the transfer herein, the DEPARTMENT does hereby intend to grant, release and convey to the Town any and all of its interests in said parcel, including all rights obtained in said recorded documents.
 - (c) The TOWN agrees to assume the administration of the facility.
 - (d) It is agreed that all obligations of the DEPARTMENT, under any maintenance, utility, or other such agreement, relating to any specific road to be transferred, shall be transferred at the same time and in the same manner as jurisdictional responsibility.
 - (e) If there is evidence of historical or archaeological resources that could be adversely impacted after a transfer, the TOWN agrees to maintain the resources in accordance with District Environmental Management Office (DEMO) recommendations. If no evidence is found, the TOWN agrees not to adversely affect any such resources if found after the transfer.
 - (f) Existing deeds or right-of-way maps will be recorded, by the DEPARTMENT, in the public land records of Broward County. If right-of-way maps do not exist, it is recommended that the DEPARTMENT make maps and file them for possible future use.
 - (g) It is understood that the property described herein as Exhibit "A" has drainage storage capacity in a pond which is currently used to drain I-595. Therefore the DEPARTMENT is transferring the subject property subject to the following conditions:

- When Reese Road is realigned, that realignment shall include reconstruction of the I-595 swale to provide sufficient drainage capacity in a manner consistent with permitting by the South Florida Water Management District. In addition, an inlet and pipe shall be constructed for connection to the existing rock pit.
- There shall be no reduction in the storage capacity of the existing pond until such time as the replacement storage area has been constructed and approved in writing by the DEPARTMENT.
- The TOWN shall provide to the DEPARTMENT a copy of any South Florida Water Management District permit modification, as it applies to the pond that is a portion of the property defined in Exhibit "A".
- (h) All work required under this agreement shall be at no cost to the DEPARTMENT.
- All words used herein in the singular form shall extend to and include the plural. All
 works used in the plural form shall extend to and include the singular. All words used in
 any gender shall extend to and include all genders.
- This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreement, either verbal or written, between the parties hereto.
- This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- For communication purposes, the parties may be reached at the following addresses and phone numbers.

Florida Department of Transportation

Gustavo Schmidt, P.E. District 4 Planning Office 3400 West Commercial Boulevard Fort Lauderdale, Florida 33309-3421 Telephone: (954) 777-4601, SunCom 436-4601

Fax: (954) 777-4671

Town of Davie

Robert D. Rawls Director of Engineering 6591 S.W. 45th Street Davie, Florida 33314-3399 Telephone: (954) 797-1034

- Fax: (954) 797-2061
- 6. Each party is an independent contractor and is not an agent of the other party. Nothing contained in the Agreement shall be construed to create any fiduciary relationship between the parties, during or after the performance of this Agreement. Neither party shall have the authority to bind the other party to any obligation whatsoever to any third party without the express specific written consent of the other.
- No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- 3. If any part of this Agreement shall be determined to be invalid or unenforceable by a court of competent jurisdiction or by any other legally constituted body having the jurisdiction to make such determination, the remainder of this Agreement shall remain in full force and effect provided that the part of this Agreement thus invalidated or declared unenforceable is not material to the intended operation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed, the day and year first above written.

Witnesses: Signed, sealed and delivered in the presence of: STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION STATE OF FLORIDA

| Patricia Jones Print Name: Patricia Jones | By: Cheser Name: Rick Chesser District Secretary District IV |
|--|---|
| Streey & frulsava Print Name: Streey N. HULBAIN | Print Name: Maria G. Herrar Executive Secretary |
| STATE OF FLORIDA COUNTY OF BROWARD | |
| District Secretary, and Maria Cutierre Department of Transportation respectively, to me persons described in and who executed the forego acknowledged the execution therefore to be their and purposes therein mentioned and that they affi Florida Department of Transportation and the sai Department. | e known to be the oing instrument, and they severally free act and deed as such officers for the uses ixed thereto the official seal of said State of id instrument is the act and deed of said |
| WITNESS my hand and official seal this | the 16th day of April, 1999. 2000. |
| BETH A. WELCH MY COMMISSION # 00 539657 EDPINES: March 10, 2000 fooded Thru Nictory Public Underwriters (Notary Scal) Print | Bett Q. Well nt Name: <u>Beth A. Wel</u> ch Notary Public |
| Approved as to form and legality State of Florida Department of Transportation. Autorice C. Mayes District 4 Attorney | |
| | |
| ATTEST: Name: Its Town Clerk | By: Name: Harry Venis Its Mayor |

STATE OF FLORIDA

COUNTY OF BROWARD

| Town of Davie Mayor, and respectively, to me known to be the person instrument, and they severally acknowledg as such officers for the uses and purposes | ns described in ged the execution | Town Clerk for the and who executed the threefore to be the | Fown of I e foregoir ir free act | Davie, ng and deed |
|--|-----------------------------------|---|--|--------------------------|
| official seal of said Town of Davie and the | | | | |
| WITNESS my hand and official se | al this the | _day of | _,1999. | 2000. |
| | | | | |
| | | | | |
| (Notary Seal) | Print Name: | Notary Public | _ | |
| | | | | |
| Approved as to form and legality Town of Davie | | | | |
| Barry Webber- Monroe Kair Town Attorney | | | | |

THIS SKETCH DOES NOT

DESCRIPTION: (ROAD RIGHT-OF-WAY)

THOSE PORTIONS OF TRACE I IN TIER 23, TRACE I IN TIER 25, TRACE I IN TIER 27, TRACE I IN TIER 29, AND THE PLATFOR 30 FOOT ROADWAYS ADJACENT THERETO, OF "JOHN W. NEWMAN'S SURVEY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA; TOGETHER WITH THOSE PORTIONS OF LOTS I AND 2 OF "ALEX INDUSTRIAL PARK SECTION ONE" ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 120, PAGE 32 OF THE PUBLIC RECORDS OF BROWAND COUNTY, FLORIDA; TOGETHER WITH THOSE PORTIONS OF LOTS I AND 2 IN PARCEL 18", AND LOT 2 IN PARCEL 10" OF "ALEX INDUSTRIAL PARK SECTION TWO" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 119, PAGE 37, OF THE PUBLIC RECORDS OF BROWAND COUNTY, FLORIDA; TOGETHER WITH THOSE PORTIONS OF ROAD ROOTH—OF—ANY AS DESCRIBED IN OFFICIAL RECORDS BOOK 11498, PAGES 923 AND 924, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; ALL THE ABOVE PORTIONS BEING DESCRIBED AS A WHOLE AS FOLLOWS:

COMMENCE AT THE NORTHERMOST CORNER OF PARCEL 'B' OF "DIMAR PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146, PACE 11, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA: THENCE ALONG THE NORTHERSTERLY BOUNDARY OF SAID PARCEL 'B'. AND ITS SOUTHEASTERLY EXTENSION SOUTH 2700'00" EAST (PLAT BEARING) 71.63 FEET TO THE POINT OF BEDWINNIG ON A 255.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS SOUTH 5130'14" EAST; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 470'35" AN ARC DISTANCE OF 20.65" FEET TO A POINT OF COMPOUND CURVATURE OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10'59'46" AN ARC DISTANCE OF 27.92 FEET TO A POINT OF COMPOUND CURVATURE OF A 100.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10'59'46" AN ARC DISTANCE OF 27.92 FEET TO A POINT OF TANGENCY ON THE SOUTHERLY LIMITED ACCESS RIGHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY MAP FOR SECTION 86055—2400: THENCE ALONG SAID RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY MAP FOR SECTION 86055—2400: THENCE ALONG SAID RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE RICHT—OF—WAY LINE FOR THE ROAD 862 (I—595) AS SHOWN ON THE ROAD THE FOR THE ROAD TH

SUBJECT TO EASEMENTS AND ENCLMBRANCES OF RECORD.

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVIE, BROWARD COUNTY, FLORIDA AND CONTAINING 149,063 SQUARE FEET (3.422 ACRES) MORE OR LESS.

DESCRIPTION : A PORTION OF TRACT 1, TIER 29 OF "JOHN W. NEWMAN'S SURVEY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PAGE 26 OF THE PUBLIC RECORDS OF DADE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF PARCEL 'B' OF "DIMAR PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 11 OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA; THENCE ALONG THE WESTERLY BOUNDARY OF PARCELS 'A'
AND '8' OF SAID PLAT FOR THE FOLLOWING TWO (2) COURSES: (1) NORTH 14'45'28" EAST (PLAT BEARING) 313.42 FEET; (2) NORTH
59'45'28" EAST 42.43 FEET TO THE POINT OF BECINNING ON THE NORTH BOUNDARY OF SAID PARCEL 'A'; THENCE ALONG THE
WESTERLY EXTENSION OF SAID NORTH BOUNDARY NORTH 75'14'32" WEST JO.OD FEET; THENCE NORTH 14'44'28" EAST 137.94 FEET;
THENCE ALONG A WESTERLY EXTENSION OF THE SOUTH EOG OF PAVEMENT OF REESE ROAD, SOUTH 76'49'19" EAST 439.39 FEET TO
A POINT ON A 255.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS POINT BEARS SOUTH
24'50'15" EAST; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 24'64'4" AN ARC DISTANCE OF 119.18
FEET TO A POINT OF NON-TANGENCY ON THE SOUTHEASTERLY PROLONGATION OF THE NORTH BOUNDARY OF SAID PARCEL, 'B'; THENCE
ALONG SAID PROLONGATION AND THE EASTERELY AND NORTHERLY BOUNDARIES OF SAID PARCELS 'A' AND 'B' FOR THE FOLLOWING SIX (6)
COURSES: (1) NORTH 11'22'20" EAST 18.68 FEET; (2) NORTH 22'00'00" WEST 82.17 FEET; (3) SOUTH 80'29'01" WEST 80.08
FEET; (4) SOUTH 59'21'53" WEST 85.11 FEET; (5) SOUTH 82'03'40" WEST 80.28 FEET; (6) NORTH 75'14'32" WEST 78.40 FEET
TO THE POINT OF BEGINNING.
SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAVE, BROWARD COUNTY, FLORIDA AND CONTAINING 39,393 SQUARE FEET
(0.904 ACRES) MORE OR LESS.

TOGETHER WITH:

THOSE PORTIONS OF TRACT 1 IN TER 23, TRACT 1 IN TER 25, TRACT 1 IN TER 27, TRACT 1 IN TER 29, AND THE PLATTED 30 FOOT ROADMAYS ADJACENT THERETO, OF "JOHN W, NEWMAN'S SURVEY" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 2, PACE 26, OF THE PUBLIC RECORDS OF DADE COUNTY, PLORIDA, BEING MORE PARTICLARILY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHERNMOST CORNER OF PARCEL '8' OF "OMAR PLAT" ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 146, PAGE 11, OF THE PUBLIC RECORDS OF BROWNING COUNTY, PLORIDE, THENCE ALONG THE NORTH-EASTERLY BOUNDARY OF SARD PARCEL '8' AND ITS SOUTH-EASTERLY EXTENSION SOUTH 2270/00" EAST (PLAT BEGANNO, 13819 FIRST TO THE POINT OF BEGANNO, SARD POINT BEING ON A 195.00 FOOT RADIUS NON-TANGENT CURVE CONCAVE TO THE SOUTH-EAST WHOSE RADIUS POINT BEARS SOUTH 60°30′24" EAST, THENCE NORTH-EASTERLY ALONG SARD CURVE THROUGH A CENTRAL ANGLE OF 38°33′55" AN ARC DISTANCE OF 151.48 FEET TO A POINT OF COMPOUND CURVAILHED OF A 50.00 FOOT RADIUS CURVE CONCAVE TO THE SOUTH, THENCE EASTERLY ALONG SARD CURVE THROUGH A CENTRAL ANGLE OF 38°33′55" AN ARC DISTANCE OF 151.48 FEET TO A POINT OF TANGENCY, THENCE SOUTH 78°36′47" EAST 389.02 FEET; THENCE COUNT 78°29′29" EAST 208.49 FEET; THENCE SOUTH 78°30′47" EAST 289.11 FEET; THENCE SOUTH 78°30′47" EAST 299.11 FEET; THENCE SOUTH 78°30′47" EAST 289.11 FEET; THENCE SOUTH 78°30′47" EAST 299.11 FEET; THENCE SOUTH 78°3

SAID LANDS SITUATE, LYING, AND BEING IN THE TOWN OF DAME, BROWARD COUNTY, FLORIDA AND CONTAINING 293,418 SQUARE FEET (6.736 ACRES) MORE OR LESS.

SKETCH & DESCRIPTION REPRESENT A BOUNDARY SURVEY I HORDEY CORECT THAT THIS SECTION MODES THE MANIMAL TECHNICAL STANDARDS AS SET FORTH IN THE FLORIDA MONEY PROFESSIONAL SUMMERTERS AND MAPPING IN CLASSIFE SECTION ADMINISTRATIVE CORE PURISHANT TO TRICKEN YEART, PURIOR STANDESS AND THE PURISHANT TO TRICKEN YEART, PURIOR STANDESS AND ME CERTIFIED TO: TOWN OF DAVIE THIS 15TH PAY DE HONGWEER WALLIAM ACT LYNCS TO PROFESSIONAL SINCE OF LORDER HICKORY AND MAJOUR STATE OF FLORIDA HICKORY AND HE ROBANT AND HE 5-5-00 REWSED PER FOOT COMMENTS ĸL **ENGINEERS - PLANNERS - SURVEYORS** LANDSCAPE ARCHITECTS ENVIRONMENTAL PROFESSIONALS 4-24-00 REMSED PER FOOT COMMENTS DARK REVISIONS Em. 1800 N. DOUCLAS ROAD, SUITE 200 PEMBROKE PINES, FLORIDA 33024 (\$64)436-7000 FAX: (\$54)437-2606 CERT, OF AUTHORIZATION L.B. 6550 KIL CHECKED BY 809413 10-1D-897 g-Reg-Set\50-41-14\808413\DwC5\SURV\3 Exx48T.0W

